



**TRANSMISSION CORPORATION
OF
TELANGANA LIMITED**

**Tender No: CE/MZ/O&M/ew-20/2020-21
of METRO Zone/Hyderabad**

Name of the Work:

Providing water supply arrangements, maintenance of control house and guest house, sweeping of the roads and surroundings of the residential quarters at 400 KV SS Mamidipally for the period from 01.05.2021 to 31.03.2022 (or as per actual requirement).

**CHIEF ENGINEER, METRO ZONE
OPP. CTI, GTS COLONY
ERRAGADDA, HYDERABAD.
TEL No: 040 – 23836705 & FAX: 040 – 23836703.**

TRANSMISSION CORPORTION OF TELANGANA LIMITED
TENDER NOTICE
TENDER SPECIFICATION NO.CE/METRO ZONE/ HYD/O&M/ew-20/2020-21,
ON E-PROCUREMENT PLATFORM

1.	Department Name	Transmission Corporation of Telangana Limited
2.	Tender Subject	Providing water supply arrangements, maintenance of control house and guest house, sweeping of the roads and surroundings of the residential quarters at 400 KV SS Mamidipally for the period from 01.05.2021 to 31.03.2022 (or as per actual requirement).
3.	Estimated Contract value.	Rs. 14,67,869.00 (Rupees Fourteen Lakh Sixty Seven Hundred Eight Hundred and Sixty Nine Only)
4.	Period of Contract	11 Months (or as per actual requirement)
5.	Form of Contract	LS
6.	Tender Type	Open
7.	Tender Category	Works
8.	EMD/BID SECURITY	2% of Estimated Contract Value i.e., Rs. 29,357/- The Labour Co-operative Contract societies and Individuals belonging to SCs/STs/ Wadera/Sagara will be exempted from payment of EMD to works costing up to Rs. 1.00 Crore as per T.O.O. (CE/Civil), Ms. No. 511, Dt. 03-01-2020.
9.	Bid Security Payable to	In the shape of online payment or challan generation in favour of Superintending Engineer/OMC/Metro-East/Hyderabad payable at Hyderabad and shall cover a period of 30 days over and above the period of bid validity.
10.	Transaction fee	Rs.520/- which includes Goods & Service tax
11.	Transaction fee payable along with tender to	Payable on line to MD, TSTS, Hyderabad.
12.	Schedule Available Date	27/03/2021 at 6:00 PM (IST)
13.	Schedule Closing Date	27/04/2021 at 1:00PM (IST)
14.	Bid Submission closing Date & time	27/04/2021 at 03:00 PM (IST)
15.	Bid Submission	Online
16.	Bid Opening Date & Time	27/04/2021 at 04:00 PM (IST)
17.	Place of bid opening	At the office of Chief Engineer/ Metro Zone /TSTRANSCO/ Hyderabad.
18.	Officer Inviting Bids	Chief Engineer/Metro Zone /TSTRANSCO/Hyderabad.
19.	Address:	Chief Engineer, Metro Zone , TSTRANSCO, Opp. CTI, GTS Colony, Erragadda, Hyderabad – 500 045.
20.	Contact details / Telephone, Fax	Phone / Fax No. 040-23836705/23836703.

1. ELIGIBILITY CRETERIA:

Physical experience:

- 1 The Bidder should have valid registration with TSTRANSCO/TSSPDCL/TSNPDCL/TSGENCO.
- 2 The bidder should have valid 'A' grade Electrical License for executing the works exceeding 33KV and above voltages.
- 3 Bidder should have achieved annual turnover equal to 100% of the value of the works proposed in the bid specification in any financial year during the last five financial years including current financial year duly certified by competent authority.
- 4 The bidder should enclose documentary evidence of works executed in the name of bidder equal to 100% value of works in any consecutive 12 months during last five financial years including current financial year.
- 5 The bidder in his name should have successfully executed similar work in any EHT Substation in last 5 years and which will be in satisfactory performance for at least one year as on date of bid opening and should possess satisfactory certificate issued by not less than the rank of Divisional Engineer.
- 6 The bidder Should have valid labour license.
- 7 The bidder should have Goods and Service Tax registration holder.
- 8 The bids will be treated as non responsive in case of not uploading the above mandatory documents. TSTRANSCO decision is final in this regard in qualifying the bidders or rejecting any or all bidders.

TERMS AND CONDITIONS

1. INSTRUCTIONS TO TENDERERS

Name of work: Providing water supply arrangements, maintenance of control house and guest house, sweeping of the roads and surroundings of the residential quarters at 400 KV SS Mamidipally for the period from 01.05.2021 to 31.03.2022 (or as per actual requirement).

The Chief Engineer /Metro Zone invites bids for the above work during the period, for which dates and time specified in the NIT and will be opened by (him) or his nominee at this office on the date and time mentioned in the NIT.

The intending Tenderers would be required to enroll themselves on the 'e'-procurement market place at www.tender.telangana.gov.in

The Tenders should be in the prescribed form invited on e-procurement by the Chief Engineer/Metro Zone (As specified in NIT) that can be downloaded free of cost from the website www.tender.telangana.gov.in

The dates stipulated in the tender notice are firm and under any circumstances they will not be relaxed unless officially extended.

The Tenderer should upload scanned copies as specified in checklist and all enclosures required for the schedules and Appendices and produce copies (Bid security, & Transaction Fee) before the date of opening of bid. Contractor should produce the originals of all documents for verification if asked for by the Competent Authority within 3 (Three) days.

The Tender opening Authority will not consider any tender received after expiry of date and time fixed (As specified in NIT) for receipt of tenders.

Transaction fee: The Transaction fee at 0.03% on ECV (Estimate Contract value) of work and 18% on transaction fees as Goods & Service tax shall be payable by electronic Payment on e-procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee from the platform, is using their credit cards.

The Payment Gateway accepts all Master and VISA credit cards issued by any bank to conduct the transaction. The payment of transaction fee on line is mandatory for participating in the bidding.

Successful Tenderer shall pay the Corpus fund to TSTS @ 0.04% on ECV in the form of DD payable at Hyderabad and drawn in favour of MD,TSTS, Hyderabad to sustain 'e' procurement initiatives, research and development of software application for automation for process in user departments.

The bidders will be disqualified and recommended black listing duly forfeiting the E.M.D., paid if any, if he is found to be have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements.

Even while execution of the work; if it is found that the contractor had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and Forfeiture of E.M.D. / Performance Security and also the amounts due to him.

TSTRANSCO reserves the right to cancel/alter the bid conditions at any time without assigning any reasons.

The successful Tenderer is expected to complete the work within the time period specified in the NIT.

In the process of execution of the work, if the works are stalled due to legal intervention or due to natural calamities, no compensation will be paid.

2. TENDERERS / FIRMS ELIGIBLE TO TENDER:

The Tenderers / Firms who

- i) Possess the valid registration as mentioned in the NIT and satisfies all the conditions therein.
- ii) Are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business
- iii) Have complied with the eligibility criteria specified in the NIT are the eligible Tenderers / Firms.

Tenderers / Firms ineligible to Tender:

- (i) A retired officer of the Govt. of TS or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- (ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- (iii) The contractor himself or any of his employee is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- (iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- (v) Contractor shall not be eligible to tender for works in TS Transco where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Assistant Accounts Officer and above on the accounts side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

Sons, stepsons, daughters and stepdaughters.
Son-in-law, and daughter-in-law.
Brother-in-law, and sister-in-law.
Brothers and Sisters.
Father and Mother.
Wife / Husband.
Father-in-law and Mother-in-law
Nephews, nieces, uncles and aunts
Cousins and
Any person residing with or dependent on the contractor.

QUALIFICATION REQUIREMENTS OF THE TENDERERS:

The tenderer shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded.

Attested copies of documents relating to the Registration of the firm i.e., valid 'A' grade Electrical License for executing the works, Registration in TSTRANSCO, GST registration. The bidder should enclose documentary evidence of works executed. The bidder in his name should have successfully executed similar works of in last 5 years as on the date of bid opening as prime contractor and which will be in satisfactory operation for at least one year as on date of bid opening issued by not less than Divisional Engineer.

Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.

Qualification criteria for opening of the price bid: Should upload all the mandatory documents as specified in eligibility criteria/NIT and other wise bid will be treated as non responsive.

Even though the tenderers meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have

Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or

Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance

Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or

Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and

A history of criminal record in which the tenderer is involved if any.

Even while execution of the work, if found that the work was awarded to the Contractor based on false /fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.

History of litigation with State Government/Central Government during the last 5 years in which the tenderer is involved.

The rate quoted by the bidder less by more than 10% of the TSTRANSCO's total estimated cost will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10%, additional security deposit (ASD) to be paid for the less percentage below 10% i.e., for example, if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost. This ASD amount will not be accepted by cheque, cash, money order, BG. It shall be paid only by way of crossed demand draft on any scheduled / Nationalised bank drawn in favour of Superintending Engineer/OMC/Metro-East/Hyd which will be released after the completion of work in all respects.

If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed if any but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

B) OTHER CONDITIONS:

Responsibility for correctness of the information submitted in online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.

The bids not complying with the stipulated completion period will be treated as non-responsive.

While being equal or compatible in other aspects preference will be given to those bidders who have experience in works similar to that given in the specification or of higher voltages during the last five financial years.

IF A BIDDER QUOTING FOR THE BIDS IS HAVING MORE THAN ONE WORK ON HAND, AT THE TIME OF BIDDING/ TENDERING AND IF THE PERFORMANCE IN THESE WORKS IS POOR AND NOT COMMENSURATE WITH THE AGREEMENT, THE BID OF SUCH BIDDER WILL NOT BE CONSIDERED FOR AWARD OF CONTRACT.

ONE TENDER PER TENDERER:

Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the Tenderer.

All the documents relating to the tender shall be English only.

COST OF TENDERING.

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6 FILLING OF THE SCHEDULE:

The work contract will be awarded to reputed Contractors who have executed the works of similar nature in any of the government /state organizations in the last five financial years including current financial year and should have Goods & Service Tax registration. The relevant documents i.e., performance certificate etc. along with the copy of Goods and Service Tax registration shall be uploaded mandatorily along with the other documents.

The Tender schedule should be filled properly and the percentage rates should be quoted for the complete work as shown in the schedule-B. Rates should be quoted in the space provided both in figures and words. Partial filling of schedules and incomplete schedules or unsigned Schedules will be rejected. Bidder shall upload Mandatory documents failing which may be treated as non responsive.

The Schedule B (Price Bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view of the work, site conditions and quote his overall tender percentage with which he intends to execute the work. The rates shall be inclusive of maintenance till the completion of Defects liability period.

7. **RATES:**

The rate should be firm in Rupees and quoted against “TOTAL” estimate value as per the Schedule appended to the specification. The rate quoted shall be inclusive of Goods & Service Tax etc., as per Technical specification etc., General and Financial conditions of specification.

Every Tenderer is requested to visit the site before quoting his rates for this the tenderer has to obtain written permission from the tender placing authority(Chief Engineer/Metro Zone). The Transmission Corporation of T.S.Ltd., will not however pay any extra charge for any other reasons, in case the contractor is found later on to have misjudged the work/materials to execute the work.

The percentage rate quoted by the Tenderers shall be firm for complete period of work.

The bid offer shall be for the whole work and not for individual items/part of the work else the bid will be cancelled .

All duties, taxes and other levies payable by the contractor as per the State/Central Government rules shall be included in the tender percentage quoted by the tenderer.

The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

8. **VALIDITY OF TENDERS:**

Tenders shall remain valid for a period of not less than 90 days from the date of opening of the Tender as specified in the NIT.

During the above-mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

In exceptional circumstances prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his Bid Security. A Tenderer agreeing to the request will not be permitted to modify his Tender but will be required to extend the validity of his Bid security for a period of the extension.

The bids shall be valid for acceptance for a period of not less than **90 days** from the date of opening of the price bids. Bids giving validity of less than 90 days are liable to be rejected and returned unopened at the discretion of Transmission Corporation of Telangana Limited. Bidder shall super scribe the validity period on the bid cover itself.

SECTION –I (GENERAL)

The Transmission Corporation of Telangana Limited, herein after referred to as TSTRANSCO invites bids for “Providing water supply arrangements, maintenance of control house and guest house, sweeping of the roads and surroundings of the residential quarters at 400 KV SS Mamidipally for the period from 01.05.2021 to 31.03.2022 (or as per actual requirement).”

DEFINITION OF TERMS:

In the contract, the following expression shall, unless the contract otherwise requires, have the meanings hereby respectively, assigned to them.

- I. The 'Purchaser' shall mean the Transmission Corporation of Telangana Limited and shall include its successors and permitted assigns.
- II The 'Contractor' shall mean the bidder whose bid has been accepted by the purchaser and shall include the bidder's heirs, legal representatives, successors and permitted assigns.
- III The 'Sub-Contractor' shall mean the person, firm/company named in the contract for any part of the work or any person, to whom any part of the contract has been sublet with the consent in writing of the Engineer, and the heirs, legal representatives, permitted successors and assigns of such persons.
- IV. The 'Engineer' shall mean the officer placing the order for the work with the Contractor and such other officer as may be authorised and appointed in writing by the Purchaser to act as Engineer for the purpose of the Contract and in case no such officer has been so appointed, the purchaser or his duly authorised representative.
- V. The 'Supervising Engineer' shall mean such officer as may be duly appointed from time to time by the Purchaser or his Engineer to take general control and supervision of work.
- VI The 'Inspector' shall mean any person or persons nominated by the Purchaser and/or the Engineer to inspect stores or works under the agreement and/or his duly authorised representative appointed to act as the Inspector.
- VII The 'Contract' shall mean and include the bid and acceptance thereof, the general conditions, special conditions, Specifications, Schedules, drawings, Form of Bid, covering letter, schedules of prices, the final General conditions and the format Agreement executed on the stamped paper.
- VIII The 'Specification' shall mean collectively all the terms, stipulations, and conditions of contract, technical provisions and annexures thereto and list of corrections and amendments mutually agreed upon from time to time in writing.
- IX 'Approval' shall mean the written approval of the Engineer and of the statutory authorities wherever such authorities are specified by any codes or otherwise.
- X 'Month' shall mean calendar month.
- XI 'Writing' shall include any manuscript, typewritten or printed, statements, under or over signature or seal as the case may be.
- XII 'Letter of Intent' shall mean the purchaser's letter conveying his acceptance of the bid, subject to such reservations as may have been stated therein.
- XIII **ECV:** Shall mean Estimated Contract Value.
- XIV **RTGS:** Shall mean Real Time Gross Settlement

SUBMISSION OF TENDERS

1.2.1. Submission of Tenders:

The Tenderers who are desirous of participating in 'e'- procurement shall submit their Technical bids/Price bids etc., in the Standard formats prescribed in the Tender documents, displayed at 'e'- market place. The tenderers should upload the scanned copies in support of their bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. If any bidder uploads the bid without paying BID SECURITY, the bid will be rejected and the bidder will be black listed. Similarly, if any of the certificates, documents, etc., furnished by the bidder is/are found to be false / fabricated / bogus, the bidder will be blacklisted and his BID SECURITY forfeited.

The bids shall be submitted with all particulars called for in the schedules enclosed to specification. Bid rates shall be furnished in the enclosed schedules only. There shall not be any deviation from the contents of the schedule. One copy of the schedule enclosed to the price bid shall be marked 'Original' and shall be given precedence and shall govern, should there be any conflict between the original and duplicate.

The information sought-for under schedules regarding qualification, financial status etc., shall be submitted in separate typewritten sheets in the formats attached, without interlineations, alterations or modifications. The bidder shall sign all pages of the bid at the modification.

Standard printed conditions attached to the bid will not be considered or accepted. Deviations from the provisions of the specification will not be considered.

It is the responsibility of the Bidder to submit all the documents in the PDF format required to prove regarding his responsiveness to participate in this bidding as per the Qualification Requirements.

The bids once submitted on e-procurement plat form cannot be withdrawn after schedule bid submission closing date and also during bid validity period.

If any bid is withdrawn during the above period the bidder will be blacklisted apart from forfeiting of bid security.

Submission of Price Bids: The estimated value of the works is given in the Schedule-A.

The Bidder has to quote in the percentage excess/ on par/ less on the total estimated value of the works given in the Schedule-A.

- (i) As per G.O. Ms. No. 174 dated 01-09-2008 of I&CAD (PWR) submission of original hard copies of the uploaded copies of DD towards EMD and other certificates & departments by participating bidders to the tenders inviting authority is dispensed herewith.
- (ii) All the bidders shall invariably upload the scanned copies of DD in e-procurement system and this will be the primary requirement to consider the bid as responsive.
- (iii) The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-procurement system and open the price bids of the responsive bidders.
- (iv) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents DD towards EMD prior to entering into agreement.
- (v) The successful bidder shall invariably furnish the original DD towards EMD, certificates/ documents of the uploaded scanned copies to the Tender inviting authority before entering into agreement either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non receipt of original DD towards EMD, certificates/documents, from the successful bidder before the stipulated time. On receipt of documents the department shall ensure the genuinity of the DD towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
- (vi) If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, DD towards EMD with in the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement plat form for a period of 3 years. Besides this, TSTRANSCO the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

Bids will be opened at the time, date and place indicated in the NIT.

The bidders shall carefully examine the specification and all its enclosures and if they have any doubt as to the meaning of any portion of the specification or enclosures thereto, they shall obtain the required clarifications from the officer to whom the bids are to be addressed.

THE BIDS RECEIVED BY, OTHER THAN E-PROCUREMENT PLATFORM SHALL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES.

Clarifications, amplifications, and/or any other correspondence from the bidder subsequent to the opening of bid will not be entertained. The bidders are therefore advised to ensure that their bids are sent in complete shape in the first instance itself. Post bid rebates, revisions or deviation in quoted price and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected straight but the original bid itself will get disqualified on this account and the bidder's bid security amount will be forfeited.

COMPLETENESS OF BID:

- a) The bid shall be quoted for all the works & all the items as per the bid specification.
- b) Part bids or incomplete bids will not be accepted and will be rejected.

The Department will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.

The following certificates, documents etc., are to be scanned and uploaded on to the 'e'-procurement platform at www.eprocurement.gov.in

- i) The Bidder should have valid registration with TSTRANSCO/TSSPDCL/TSNPDCL/TSGENCO.
- ii) The bidder should have valid 'A' grade Electrical License for executing the works exceeding 33KV and above voltages.
- iii) Bidder should have achieved annual turnover equal to 100% of the value of the works proposed in the bid specification in any financial year during the last five financial years including current financial year duly certified by competent authority.
- iv) The bidder should enclose documentary evidence of works executed in the name of bidder equal to 100% value of works in any consecutive 12 months during last five financial years including current financial year.
- v) The bidder in his name should have successfully executed similar works in any EHT Substations in last 5 years and which will be in satisfactory performance for at least one year as on date of bid opening and should possess satisfactory certificate issued by not less than the rank of Divisional Engineer.
- vi) The bidder Should have valid labour license.
- vii) The bidder should have Goods and Service Tax registration holder.
- viii) The bids will be treated as non responsive in case of not uploading the above mandatory documents. TSTRANSCO decision is final in this regard in qualifying the bidders or rejecting any or all bidders.

Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

1.2.10. Last date / time for Submission of the Tenders.

- 1. Tenders must be submitted online not later than the date and time specified in NIT.
- 2. The tender inviting authority may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the tender inviting authority and the Tenderers will remain same as previously.
- 3. If for any reason the last date of submission of tenders offline is declared a holiday, the next working day will be treated as the last date for submission of tenders.

Late Tenders:

Tenders will not be received after the last date / time prescribed in NIT.

Modification to the Tender.

- 1. Tenderers can modify their Tender percentage online before the last date/time prescribed in NIT.
- 2. No Tender shall be modified after the last date /time of submission of Tenders.

TENDER OPENING AND EVALUATION

Tender opening:

The bids will be opened online by the CHIEF ENGINEER METRO ZONE TSTRANSCO or his assignee at the time and date as specified in the tender documents. All the Statements, Documents, Certificates, Demand Draft etc., uploaded by the Tenderers will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders.

Clarification on the Bid:

1. The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information uploaded online by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.
2. The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time or else it will lead to disqualification and rejection of his tender in the event of failure to do so.

Examination of technical Bids and Determination of Responsiveness:

3. The tender opening authority and/or his assignee will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as an eligible Tenderer.
4. If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

Bid Opening:

1. At the specified date and time, the bids of all the bidders will be opened online by the Tender Opening authority and the result will be displayed on the 'e'- market place which can be seen by all the bidders who participated in the Tenders.
2. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to the Conditions, the Tender accepting authority shall communicate the same to the tenderer, which will be binding on the Tenderer. In case of any ambiguity, the decision taken by the Competent Authority on the tenders shall be final.

1.3.5 DISCREPANCIES IN THE UNIT RATES: Difference in e-procurement lumpsum amount and schedules amount:

- i) Where there is a discrepancy between the total lumpsum rate quoted in the e-procurement platform web page and in the schedules submitted, the total lumpsum rate quoted in the e-procurement platform will govern for deciding LI.
- ii) If any discrepancies arise after evaluating the schedules of the lowest bidder by taking into consideration of correct excise duty, VAT and CST rates and multiplication with scheduled quantities and totaling:
 - a. If the amount arrived is less than the e-procurement lumpsum amount, then the lesser amount shall be taken for award of contract.
 - b. If the amount arrived is more than the e-procurement lumpsum amount, the e-procurement lumpsum amount shall be taken for award of contract. The unit ex-works prices shall be adjusted to match the e-procurement lumpsum amount.

Evaluation and Comparison of Bids

1. The Tender Opening authority and/or his assignee will evaluate and compare the price bids of all the qualified Tenderers.
2. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of bids may be accepted by the tender accepting authority.

3. Selection of Tenderer among the lowest & equally quoted tenderers will be in the following order:
- a) The tenderer whose bid capacity is higher will be selected.
 - b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - c) Even if the criteria incidentally become the same, the past performance of the contractor will be taken in to account while awarding the contract.
 - d) It is the sole discretion of TSTRANSCO to award the work to any bidder; mere becoming of L1 (Lowest quoted) bidder does not automatically entitle any rights on any bidder for award of contract. The TSTRANSCO reserves the right to reject any bid / bids on account of past performance in the earlier awarded works at any stage of evaluation of bids.

Process to be Confidential:

1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
2. No Tenderer shall contact the officer inviting tenders or any authority concerned with finalization of tenders on any matter relating to this Tender from the time of the Tender opening to the time the Contract is awarded else his tender will be cancelled. If the Tenderer wishes to bring additional information to the notice of tender inviting authority, should do so in writing.
3. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria.
4. Tenders will be finalized by the authority inviting tenders on the recommendation of the competent technical authority. The authority will scrutinize the tenders in accordance with the conditions stipulated in the tender document. In case of any discrepancy or non-adherence to the conditions, the same shall be communicated to the tenderer, which will be binding on the Tenderer. The decision taken by the concerned authority on the tender shall be final.

1.4. AWARD OF CONTRACT

Award Criteria:

1. The CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose bid is lowest.
2. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

Notification of Award and Signing of Agreement:

1. The Tenderer whose Tender has been accepted will be notified of the award of the work by the CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Intent") will indicate the sum that the Corporation (TS.Transco) will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
2. When a tender is to be accepted, the concerned tenderer shall attend the office of the CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD on the date fixed in the Letter of acceptance. Upon intimation being given by the CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD of acceptance of his tender, the tenderers shall make payment of the balance Security Deposit and additional security deposit wherever needed by way of Demand Draft from a Nationalized Bank/Scheduled bank and sign an agreement with SE/OMC/Metro-East/Hyd in the form prescribed by the department for the due fulfillment of the contract.

3. Failure to attend the office of the SE/OMC/Metro-East/Hyd, on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the bid security deposited. The written agreement to be entered into between the Contractor and the **SUPERINTENDING ENGINEER/OMC/METRO EAST** as may be authorized, shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Transmission Corporation of Telangana Limited (or 'TS Transco' or 'Corporation').
4. The successful tenderer has to sign and return a copy of the contract award letter within a period of 15 days from the date of issue of contract award letter. On failure to do so his tender will be cancelled duly forfeiting the Bid Security, paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

Corrupt or Fraudulent Practices:

The T.S.Transco require that the bidders / suppliers / contractors under Government financed contracts; observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

- (a) Define for the purposes of the provision, the terms set forth below as follows:
 - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- (d) Further, more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

The decision of CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD TSTRANSCO to accept any tender and to reject any or all tenders is final:

Notwithstanding the CHIEF ENGINEER METRO ZONE TSTRANSCO HYDERABAD , reserves the right to accept or reject any tender and to annul tendering process and reject any or all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tenderer or tenderers on the grounds of its action.

PERIOD OF CONTRACT:

The period of contract is 11 Months approximately (or as per actual requirement). The TSTRANSCO has right to terminate the contract without assigning any reasons and no compensation will be paid for the balance period of contract.

BID SECURITY:

BID SECURITY/EMD:

The Tenderer shall furnish, Bid Security **Rs. 29,357/-** which is equivalent to 2% of ECV along with the tender (As specified in NIT). This BID SECURITY shall be in the form of online payment or challan generation from any Nationalized/Scheduled Bank.

Exemption of EMD as per T.O.O. (CE/Civil), Ms. No. 511, Dt. 03-01-2020.

The Labour Co-operative Contract societies and Individuals belonging to SCs/STs/ Wadera/ Sagara will be exempted from payment of EMD to works costing up to Rs. 1.00 Crore.

However in order to provide level playing field to all, EMD will be recovered from running bills after expenditure of 25% of the concerned works. This will also inculcate the responsibility for completion of the works.

The Bid security of the successful tenderer can be adjusted as part of Performance Security and the balance security deposit @ 3% of total Contract Value shall be paid (total 5%) at the time of concluding Agreement by the successful tenderer. Also, it is to be explicitly mentioned that the validity of Bid Security in such cases if submitted by the tenderer in the form of online payment or challan generation.

Return of EMD of unsuccessful tenderers:

The EMD / Bid security of unsuccessful tenderers shall be get encased themselves after Tender evaluation and confirmation.

The Bid Security deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The online payment or challan generation made by tenderer on Nationalized Bank / Scheduled Bank towards security amount shall be valid till the work is completed in all respect.

The BID SECURITY- will be forfeited in the following cases:

1. When the successful bidder does not accept the order after issue of preliminary acceptance letter or the Letter of Intent.
2. When the successful bidder fails to furnish the Performance Security within 15 days from the date of issue of preliminary acceptance letter or the Letter of Intent.
3. When a bidder withdraws his bid or alters the prices after schedule bid submission closing date and before the expiry of the bid validity period or does not accept the correction of errors made in his bid or Offers post Bid rebates, revisions or deviations in quoted prices and / or conditions or any such offers.

No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will not be considered.

PERFORMANCE SECURITY & ADDITIONAL SECURITY DEPOSIT:

The successful Tenderer has to pay performance Security @ an amount equivalent to 5 % of the value of the work. The Performance Security will be released after six months after satisfactory completion of work entrusted which will not carry any interest. The Performance Security shall be forfeited, if the contractors do not fulfill the terms and conditions of works contract. The Successful tenderer has to pay additional security deposit, The rate quoted by the bidder less by more than 10% of the TSTRANSCO's total estimated cost will be considered as abnormally low rate. In the case of abnormally low quoted rates i.e. less than 10% additional security deposit (ASD) to be paid for the less percentage below 10% i.e., if the bidder quotes 20% below the total estimated cost then he has to pay ASD equivalent to 10% of the total estimated cost. This ASD amount will not be accepted by BG, Cheque, cash or money order. It shall be paid by way of crossed demand draft on any scheduled/nationalized bank drawn in favour of the **Superintending Engineer/OMC/Metro East/Hyderabad**.

AGREEMENT:

The successful Tenderers should enter into an agreement with **Superintending Engineer/OMC/Metro East/Hyderabad** on Non-judicial stamped paper for the value specified by the TSTRANSCO.

PAYMENT:

- a) **95 %** payment of the work done will be made at reasonable intervals for the work executed. No claims are entertained for any delay in payments due to unforeseen circumstances. Payments will be subject to deduction towards Income Tax as per the Income Tax Department rules in vogue and also standard deduction of **5%** of value of work towards **retention amount** which will be released along with the Performance Security after six months of the successful completion of the work. The performance Security will be released only after submission of satisfactory work completion certificate issued by the concerned Divisional Engineer.
Payment is made by Superintending Engineer/OMC/Metro–East/Hyderabad (pay unit officer) or Accounts Officer O/o. of the Superintending Engineer/OMC/Metro-East/Hyderabad.
- b) The Contractor should prepared his own bills in triplicate (in standard TSTRANSCO Forms) accompanied by copies of T Notes if any, duly acknowledged by officer incharge and send the same to the Assistant Engineer and Assistant Divisional Engineer concerned for check and thus for payment to the paying authority. Rates quoted shall be inclusive of GST. The Income tax and Sales Tax will be deducted at source from the bills submitted for payment as per the relevant acts; Rules and Regulations there under at the rates prevailing at that time.
- c) All statutory deductions towards Income Tax, TS. Contracts Tax etc., will be deducted in the 95% bills. The Transmission Corporation of TS. Ltd., will not however pay any extra charges for any other reasons, in case the tenderer is found later on to have misjudged the work/material to execute the work.
- d) Whenever it is found that the Tenderer has received any excess payment by mistake or if any amounts are due to TSTRANSCO due to any reason and when it is not possible to recover such amounts, TSTRANSCO reserves the right to collect the same from any other amounts and Bank Guarantee/Bid Security/Performance Security given by the tenderer due to or with the TSTRANSCO.

VARIATION IN TAXES & DUTIES AND STATUTORY VARIATIONS:

VARIATION IN TAXES AND DUTIES: The bidder will be entirely responsible for quoting the correct taxes & duties, other local taxes or levies if any, license fee etc., he has to incur until completion of the contract.

If the rates of the statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the TSTRANSCO will not be responsible for such errors. If the rates of the statutory levies assumed by the bidder are later proved to be higher than the actual rates prevailing at the time of bidding, the difference will be passed on to the credit of the TSTRANSCO.

STATUTORY VARIATIONS: Any variation up or down in statutory levy or new levies introduced after signing of the contract under this specification will be to the account of TSTRANSCO provided that in cases where schedule of programme of works is not adhered to by the bidder and if there are upward variation/revision after the agreed schedule of programme of works, the bidder will bear such impact of levies and if there is downward variation/ revision the TSTRANSCO will be given credit to that extent.

1.6. **PENALTY:**

The completion period committed shall be deemed to be the essence of the contract. In case of delay in completion of work, whatever be the reasons, the TSTRANSCO may at its option demand and recover from the Tenderer an amount equivalent to ½% of the value of the works not completed within the prescribed time limit for every week of delay or part thereof, subject to a maximum of 5% of the total value of the contract. This right of TSTRANSCO shall be without prejudice to the rights under the law, including the right to cancel the contract, forfeit the deposit and recover damages for breach of contract.

1.7 **STATUTORY RULES, ACT & REGULATIONS:**

The Tenderer shall indemnify TSTRANSCO Ltd. against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this work contract. In all cases of personal injury to workmen employed by a Tenderer on the work for which the Tenderer is liable to pay compensation under the 'Workmen's Compensation Act', the Tenderers shall pay the prescribed medical fee to Medical officer for issue of 'c' – 'd' forms as prescribed.

The Tenderer shall indemnify TSTRANSCO against all claims which may be made under the Minimum Wages Act and Child Labour Act or any statutory modification thereof on rules there under or otherwise for in respect of any damage or compensation arising in consequence of any dispute under these Acts.

The contractor shall indemnify the TSTRANSCO against all claims which may be made in respect of any person employed by the Tenderer on these works towards insurance charges or claims what so ever.

The form of contract will be lumpsum.

The rates and prices quoted by the Tenderer while submitting the tender shall be firm till the work is completed. The quoted rates shall be binding on the Tenderer even for the award of part work in FY-2022-23.

The Tenderer is responsible for any accidents caused to the personnel/labour and damage to the TSTRANSCO property during the period of contract. The Tenderer is responsible for the loss sustained by TSTRANSCO due to damage to the equipment/lines/towers or personnel or any other agency in TSTRANSCO premises arising out of carelessness/negligence on part of Tenderer or his representative.

The Tenderer should follow all Statutory Rules, Acts and Regulations that are relevant and necessary for carrying out the work.

The contract will be liable for termination if the work is not being carried satisfactorily in accordance with the specified work or if the terms and conditions of the agreement are breached.

The Tenderer shall note that in case of carrying out the work in the vicinity of equipment/live parts in service; care must be taken to avoid any accidents. If any work is to be done on any of the equipment/line/tower, the Tenderer/his representative shall ensure that such works will be carried out only after obtaining proper line clear. It may clearly be noted that in no case the TSTRANSCO LTD., will be responsible for any accident that may occur and for any compensation to be paid arising out of the accidents. The Contractor shall take care of providing insurance to the labour deployed by him.

No child labour should be employed. The tenderer may engage persons, who are skilled and capable as required by him for the said work and they should be covered under valid insurance failure to do so will be the sole responsibility of the Tenderer and TSTRANSCO is no way concerned with the insurance of the labour engaged .

TSTRANSCO also reserves the right to cancel or reject all or any Tender(s) without assigning any reason and without being liable to refund the cost of Tender document there upon.

Any other terms and conditions as per TSTRANSCO Rules and Regulations, not covered herein will be binding on the tenderer.

The tender must enclose the certificate duly signed by him accepting the Terms and Conditions of this specification as per the Annexure.

2. **JURISDICTION:**

All and any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below:

<u>Value claim</u>	<u>Panel of Arbitrators.</u>
i) Disputes involving amounts up to Rs. 10,000/- and below.	Superintending Engineer of the TSTRANSCO other than the circle to which the disputes relate.
ii) Disputes involving amounts from ranging from 10,000/- to Rs.50,000/-	Any Chief Engineer of the TSTRANSCO.

There shall not be any reference of disputes, the value of which is above Rs.50000/- to arbitration. The parties shall approach the competent Civil Courts situated in Hyderabad/ Secunderabad twin cities only, if any such disputes shall arise involving more than Rs.50,000/-.

A reference for adjudication under this clause shall be made by either party to the contract, within one year from the date of intimating the contractor of preparation of final bill or his having accepted the payment.

All disputes arising out of this contract should be decided in the Court situated in the twin cities of Hyderabad and Secunderabad only.

All the terms and conditions accepted.
Signature of the Tenderer with seal

Sd/-
**CHIEF ENGINEER (I/C),
METROZONE/HYDERABAD**

SCOPE OF THE WORK

Name of the Work: Providing water supply arrangements, maintenance of control house and guest house, sweeping of the roads and surroundings of the residential quarters at 400 KV SS Mamidipally for the period from 01.05.2021 to 31.03.2022 (or as per actual requirement).

1. Manpower deputed shall be properly insured. The manpower will not be allowed in to the premises of Mamidipally Substation without valid insurance.
2.
 - i) Operation of 3Nos submersible pumps and 3Nos centrifugal pumps at different locations for collecting the water in the sumps and pumping the water to over head tanks from the sump daily twice minimum (i.e., 2Shifts).
 - ii) Attending Minor repairs of pipe lines and pump sets etc.
3.
 - i) Water supply arrangement to Control room and staff quarters by filling the existing syntax tank daily along with the cleaning of the tanks twice in a month.
 - ii) Arresting leakages attending minor repairs of water leakage in water pipes and sanitary pipes.
4. Sweeping of Roads and cleaning of grass around the quarters to keep Mamidipally Substation tidy and water wash of the roads.
5.
 - i) Daily maintenance of Control Room, offices, Guest House.
 - ii) Daily sweeping and cleaning of the floors, corridors, doors, windows, glasses, removal of webs by using broom, cotton waste, detergent powder, floor cleaning liquids etc. (Material supplied by the Dept.)
 - iii) Sweeping and cleaning of the common area in 400KV SS Mamidipally staff quarters bi-weekly.
6. Daily maintenance of the toilets including the cleaning in SLDC, Control Room, Guest House, Superintending Engineer office, Ground Floor toilets.
7.
 - i) Daily collecting of the debris from control room, offices etc., and stacking at one place and dispose off.
 - ii) Disposal of debris developed due to maintenance of lawns and gardens by engaging the transport vehicle including the loading and unloading the transportation etc.,

IMPORTANT NOTE:

1. No. of labour shall not be reduced.
(Minimum 08 Nos Mazdoor should be engaged for the work per day)
2. Wages of labour shall not be reduced. However wages of labour may be increased at the best satisfaction of labour.
(for details of wages DATA sheets may be referred)
3. Insurance policy is to be taken for an amount of Rs.10,00,000/-for each outsourced person per annum for all the mazdoor deployed.

III. SAFETY OF STAFF AND LABOURERS:

The contractor shall provide and make all necessary arrangements and insurance for the safety of his staff and laborers at site of works. The TSTRANSCO will not, in any way, be responsible for any accident, minor or fatal, to any person at the site of works or for any damages arising there from during execution of the work and this shall be contractor's responsibility. The staff insurance charges or litigation occurring out of the contract if any shall be borne by the contractor only.

Sd/-
**CHIEF ENGINEER (I/C),
METRO ZONE/HYDERABAD.**
Contd..16

ANNEXURE – I

TENDER SPECIFICATION No. CE/MZ/O&M/Hyd/ew-20/2020-2021.

CERTIFICATE

I/We have gone through all the Terms and Conditions of the Specification mentioned above and submit our tender herewith duly accepting all the Terms and Conditions laid down therein.

ENCLOSURES TO THE SCHEDULE:

- | | | |
|-------|--|--------|
| i. | Terms & Conditions(General & Technical) duly signed by the Tenderer: | YES/NO |
| ii. | Whether solvency certificate issued by Bank/Revenue authority is enclosed : | YES/NO |
| iii. | In case of partnership firm, whether attested copy of Partnership deed and Form “C” showing all the names of Partners obtained from the Registrar of firm is enclosed. : | YES/NO |
| iv. | Whether credentials of similar nature of works preferably at Substations with period of contract undertaken previously are enclosed. : | YES/NO |
| v. | Whether latest postal address and telephone Nos. furnished. : | YES/NO |
| vi. | Details of EMD (Bid Security) remitted. : | YES/NO |
| vii. | Goods & Service Tax Registration copy OR Under taking letter if not applicable : | YES/NO |
| Viii. | Self attested Xerox copy of PAN card (if new contractor to the Mamidipally Circle) : | YES/NO |

SIGNATURE OF THE TENDERER

**NAME
(IN BLOCK LETTERS)**

DATE:

SEAL:

ANNEXURE – II

Undertaking to be given by the Company/Partnership Firm/Contractor along with the Tender.

I, _____ representing the Company/Partnership Firm/Contractor responding to the bid invitation by the TSTRANSCO vide Specification No. _____ hereby sincerely and solemnly affirm and state as follows:

(Strike out which is not applicable)

(a). That myself or any of the representative of my Company/Firm do not have any relatives as defined in appended Annexure-III in the TSTRANSCO/DISCOMS

OR

(b). That the following officers/Employees of the TSTRANSCO/DISCOMS are related to me and to my representatives of my Company/Firm and their status in the TSTRANSCO/DISCOMS is as under:

S1 No.	Name of the Officer/Employee	Designation and Place of working	TSTRANSCO/ DISCOMS	Relationship

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at a later date, the TSTRANSCO/DISCOMS is entitled to terminate the contract/agreement entered into besides recovering damages as may be found necessary, with due notice.

SIGNATURE OF THE TENDERER

NAME
(IN BLOCK LETTERS)

SEAL:
DATE:

